

MOBIUS AT WORK LTD

Terms & Conditions of Sale

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Author	Lauryn Pyne – Commercial Director
Approved By	Kevin Lancaster – Design & Projects Director
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This document supersedes all previous versions of Mobius At Work Ltd Terms & Conditions of Sale.

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1. Definitions and Interpretation

1.1 In these Terms, unless the context otherwise requires:

"Mobius" means Mobius At Work Ltd (Company No. 7785201), trading as "Mobius".

"Client" means the business customer purchasing Goods and/or Services from Mobius (also referred to as "the Buyer").

"Contract" means the agreement between Mobius and the Client for the sale and purchase of Goods and/or Services incorporating these Terms.

"Goods" means any furniture, equipment, materials or other tangible items supplied by Mobius.

"Services" means any design, consultancy, surveying, visualisation, project support, installation or related services supplied by Mobius.

"Designs" means all drawings, specifications, models, schedules, visualisations, BIM/Revit models, 3D tours, videos and related materials produced by Mobius.

"Design Phase" means any defined stage of design deliverables set out in a quotation or proposal.

"Quotation" means a written price and scope proposal issued by Mobius to the Client.

"Site" means the project location where Goods are delivered and/or Services are performed.

"Subcontractor" means a third party engaged by Mobius to perform part of the Goods and/or Services.

1.2 These Terms apply to all Quotations, Contracts, sales, deliveries and Services provided by Mobius to the Client to the exclusion of any terms issued by the Client. No variation shall be binding unless expressly agreed in writing and signed by a Director of Mobius.

2. Quotations and Prices

2.1 Unless otherwise stated, Quotations are valid for 30 days. Prices may vary in the event of changes to manufacturers' prices, materials, labour, transport or other costs beyond Mobius's control.

2.1A Design proposals and fee Quotations are provided for the Client's evaluation of Mobius's professional Services. Acceptance of a design fee proposal, by purchase order or written instruction, constitutes a binding Contract for those Services in accordance with these Terms.

2.2 All prices are exclusive of VAT, duties and other applicable taxes, which will be charged at the prevailing rate on the date of invoice.

3. Delivery

3.1 Delivery dates are estimates only. Mobius will use reasonable efforts to meet quoted dates but accepts no liability for delay or non-delivery.

3.2 Mobius may deliver in instalments. Each delivery shall be treated as a separate Contract.

3.3 The Client shall inspect Goods on delivery and notify Mobius of any shortage or damage (i) immediately by telephone, and (ii) in writing within 3 days of delivery. Claims for non-delivery must be made within 3 days of the invoice date.

4. Installation and Site Requirements

4.1 Mobius may subcontract installation or related Services.

4.2 The Client shall: (a) ensure the Site is safe and prepared by the agreed date; (b) provide suitable access, storage and facilities; and (c) indemnify Mobius against loss, damage or injury arising from unsafe Site conditions or the Client's negligence.

4.3 Subcontractors and Supply Chain. Mobius may appoint suitably qualified and insured Subcontractors or suppliers to perform elements of the works. All such Subcontractors are engaged under written terms consistent with Mobius's obligations to the Client, including alignment on liability, insurance, safety and data protection.

5. Property and Risk

5.1 Risk in the Goods passes to the Client upon delivery.

5.2 Title to the Goods remains with Mobius until full payment is received.

5.3 Until payment, the Client shall store Goods so they are readily identifiable; keep them fully insured; and authorises Mobius to enter any premises where the Goods are located to verify, protect or recover them. In the event of loss or damage, the Client shall hold such proceeds on trust for Mobius up to the unpaid price.

5.4 If payment is overdue, Mobius may enter the Client's premises to repossess Goods.

6. Design, Drawings, Specifications and Intellectual Property

6.1 All Designs produced by Mobius are intended to convey design intent and remain the exclusive property of Mobius. Designs are protected under the Copyright, Designs and Patents Act 1988 and other applicable intellectual property laws.

6.2 Designs are provided solely for the Project specified in the Contract. No part of the Designs may be copied, reproduced, modified, distributed or used for any other project or purpose without Mobius's prior written consent.

6.3 Mobius provides architectural and interior design Services, including detailed drawings for planning and interior construction purposes. While Mobius endeavours to ensure accuracy in all drawings, certain elements—such as Mechanical, Electrical & Plumbing (MEP), fire strategy, structural engineering and other specialist disciplines—may be shown indicatively. These indicative drawings are not intended to replace specialist construction drawings and must be developed and signed off by appropriately qualified professionals.

6.4 Unless otherwise agreed, the Client is responsible for appointing competent specialists (e.g., structural engineers, fire consultants, MEP engineers) to produce final construction drawings and specifications for those disciplines. Mobius shall not be liable for any failure to comply with Building Regulations or statutory requirements arising from reliance on indicative drawings not intended for construction.

6.5 Mobius shall take reasonable steps to ensure that its Designs comply with applicable planning and design standards. However, the Client is responsible for ensuring that all aspects of the Project, including specialist drawings and construction execution, meet the requirements of the Building Regulations 2010 (as amended), the Building Safety Act 2022 and any other relevant statutory obligations.

6.6 Mobius shall not be liable for any enforcement action, delay, cost or remedial work arising from non-compliance with statutory building requirements where such compliance depends on specialist input beyond Mobius's scope of Services.

6.7 The Client shall indemnify Mobius against any claims, losses or liabilities arising from the use of Designs beyond their intended scope or without appropriate specialist review and approval.

6.8 The Client is responsible for reviewing and confirming the suitability of the Designs prior to implementation. In the absence of formal written approval, progression to procurement or construction shall be deemed acceptance of the Designs as issued. Mobius shall not be liable for any delays, costs or remedial works arising from failure to review or raise concerns prior to implementation.

6.9 For detailed specifications of finishes and equipment referenced in the Designs, refer to *Appendix A – Finishes and Equipment Specification Schedule*. This Schedule is provided for reference only and must be verified by the Contractor or relevant specialists prior to procurement or installation.

6.10 Mobius retains full ownership of all intellectual property rights in its Designs and any materials it creates in connection with the Project.

Upon receipt of full payment, Mobius grants the Client a non-exclusive, non-transferable licence to use those Designs solely for the purposes of the Project to which they relate. The Client shall not reproduce, modify, or use the Designs for any other project or purpose without Mobius's prior written consent.

7. Warranty

7.1 Mobius warrants that Goods supplied will conform to published specifications at the time of delivery and be free from material defects under normal use in line with manufacturers' warranties.

7.2 The Client is responsible for verifying that Goods are suitable for their intended application.

7.3 If a defect arises, Mobius's liability is limited to: (a) replacement of defective Goods; or (b) refund of the purchase price.

7.4 This warranty does not cover damage due to misuse, improper installation or alteration.

8. Liability

8.1 Mobius's total liability, however it arises (including for negligence), shall not exceed the total Contract value or £50,000, whichever is lower.

8.2 Mobius shall not be liable for loss of profit, loss of business or any indirect or consequential loss.

8.3 Nothing in these Terms limits liability for death or personal injury caused by negligence or for fraud.

9. Payment

9.1 Unless otherwise agreed in writing:

(i) fit-out Quotations require a 30% deposit on acceptance with monthly payments on a job-progress basis against the agreed construction programme (including full cost of items delivered to Site);

(ii) furniture Quotations require a 50% deposit on acceptance with the balance invoiced on satisfactory delivery; and

(iii) balances are due within 30 days of invoice date.

9.2 Late payments shall attract interest at a rate of 15% per annum above the Bank of England base rate, together with any applicable compensation and reasonable recovery costs available under the Late Payment of Commercial Debts (Interest) Act 1998.

9.3 Mobius may suspend deliveries or cancel Contracts if payment terms are not met.

9.4 Design and Consultancy Fees. Unless otherwise agreed in writing, design or consultancy work shall be invoiced as follows:

- 50% deposit payable upon acceptance of the design fee proposal or purchase order;
- 50% balance payable upon completion and delivery of the relevant Design Phase.

All design fees are payable irrespective of whether the Client proceeds to implement the design or commission fit-out works. Design deliverables (including drawings, models and presentations) remain the property of Mobius until all fees have been paid in full, after which the Client's right to use them shall be in accordance with Clause 6.10. Unless otherwise stated, all design invoices are payable within 30 days of the invoice date, in line with Clause 9.1(iii).

9.5 Non-Refundable Design Deposits. The initial design deposit is non-refundable once Mobius has commenced work or incurred costs in connection with the Project.

10. Cancellation and Returns

10.1 Orders may only be cancelled with Mobius's written consent.

10.2 All Goods are made to order. Once in production, orders cannot be cancelled or returned unless defective.

11. Guarantees

11.1 Mobius guarantees workmanship and equipment for 12 months from completion, subject to reasonable cleaning and maintenance.

11.2 Manufacturers' warranties continue to apply to Goods not produced by Mobius.

12. Compliance with Law

12.1 The Client is responsible for obtaining any licenses, permits or approvals required for the use of the Goods or performance of the Contract.

12.2 Mobius shall use reasonable endeavours to source sustainable materials and minimise waste, consistent with Project requirements and environmental best practice.

13. Data Protection

13.1 Mobius shall process personal data in compliance with the UK GDPR and Data Protection Act 2018.

13.2 Each party shall comply with its respective obligations under applicable data protection legislation. The respective roles of the parties as controller, joint controller or processor shall be determined by the nature and circumstances of the relevant processing. Where Mobius processes personal data on behalf of the Client as a processor, the parties shall put in place any additional data processing terms required by applicable data protection legislation.

14. Force Majeure

14.1 Mobius shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to labour disputes, transport delays, shortages or natural disasters.

14.2 For the purposes of clause 14.1, Force Majeure Events include pandemics, cyber incidents, government restrictions, supply-chain disruptions and extreme weather events. If a Force Majeure Event continues for more than 60 days, either party may terminate the Contract by written notice.

15. Termination

15.1 Either party may terminate immediately by written notice if the other (a) commits a material breach and fails to remedy within 30 days; (b) becomes insolvent, enters liquidation or has a receiver appointed; or (c) ceases or threatens to cease trading.

15.2 On termination, the Client shall pay for all Goods and Services supplied up to the termination date.

16. Governing Law and Jurisdiction

These Terms and any Contract arising from them shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the English courts.

17. General

17.1 These Terms form the entire agreement between the parties and supersede all prior discussions or understandings.

17.2 No variation shall be valid unless made in writing and signed by a Director of Mobius.

17.3 Subcontractor Terms Alignment. Mobius maintains standard Subcontractor Terms and Conditions to ensure alignment and compliance throughout its supply chain. Copies are available on request.

Appendix A – Finishes and Equipment Specification Schedule

Purpose of Schedule. This Finishes and Equipment Schedule is provided for reference and specification purposes only. All items, materials and finishes listed herein are recommendations or indicative specifications intended to assist in Project coordination and design development.

Contractor Responsibility. It is the sole responsibility of the Contractor, installer or any third party using or referencing this Schedule to: (i) verify the suitability and compatibility of all specified materials and finishes for their intended application; (ii) confirm that all selected products comply with the most current Building Regulations, British Standards and any other applicable statutory or regulatory requirements; and (iii) ensure that all materials and finishes are appropriate for the specific environmental conditions, performance criteria and safety requirements of the Project location.

Compliance and Verification. Before procurement or installation, the Contractor must obtain confirmation from the product manufacturer or supplier that the proposed materials: (a) are suitable for the intended use; (b) meet all fire, acoustic, hygiene, durability and safety performance standards as required by current regulations; and (c) are installed strictly in accordance with the manufacturer's guidance and best industry practice.

Liability. The issuer of this Schedule accepts no liability for: (a) the performance, compliance or installation of any materials, finishes or equipment specified; (b) any loss, damage, defect or non-compliance arising from the use, substitution or misapplication of materials; or (c) any failure by the Contractor or other parties to verify suitability and compliance prior to installation. Use of this Schedule constitutes full acceptance of these terms.

Substitutions. Any proposed substitution or variation from the specified finishes or equipment must be submitted in writing for review and approval prior to procurement or installation. Responsibility for ensuring compliance with all statutory and regulatory requirements remains with the Contractor.

Updates and Revisions. This Schedule may be subject to revision. Contractors should ensure they are working from the latest version issued.

Appendix B – Scope of Services

1. Overview. This Appendix outlines the scope of professional Services provided by Mobius in relation to architectural, interior and workplace design Projects. It defines the range of deliverables, responsibilities and limitations applicable to Mobius's engagement with the Client unless otherwise specified in a written proposal or Contract.

2. Design and Consultancy Services. Mobius provides design and consultancy services across concept, detailed and technical stages, including but not limited to: site surveys and point-cloud scans; BIM/Revit modelling; space planning; interior design; visualisations and 3D/VR experiences; stakeholder workshops; production of drawings and schedules; and coordination of samples and specifications.

3. Planning and Statutory Support. Mobius may support planning and statutory submissions but does not act as Principal Designer under the Construction (Design and Management) Regulations 2015 or Principal Designer under the Building Regulations 2010 (as amended), unless expressly agreed in writing.

4. Furniture, Fixtures and Equipment (FF&E). Mobius manages selection, procurement, delivery and installation of FF&E items in accordance with the approved design, Project brief and budget. Services include preparation of FF&E schedules and procurement packages; supplier quotations; coordination of samples and mock-ups; placement of orders; logistics management; and on-site installation supervision.

5. Coordination with Third-Party Consultants. Mobius liaises with Client-appointed consultants and specialists to coordinate design information and integrate specialist input.

6. Project Management and Site Support. Mobius may provide site attendance or project-management services as agreed, including monitoring progress, attending coordination meetings and updating drawings. Mobius does not assume the role of main contractor, construction manager or health-and-safety coordinator unless expressly agreed. Where Mobius is engaged to act as main contractor or to deliver fit-out works, Appendix C shall apply.

7. Exclusions and Limitations. Unless expressly included, Mobius's Services exclude Principal Designer duties, structural engineering, MEP engineering, fire engineering, asbestos surveys, statutory fees, planning fees, building control fees and IT/AV design.

8. Deliverables. Deliverables may include drawings, models, schedules, presentation documents and reports as set out in the relevant proposal.

9. Intellectual Property. All drawings, models, presentations and specifications prepared by Mobius remain the property of Mobius and are governed by clause 6 of the Terms.

Appendix C – Construction and Fit-Out Services

1. Scope and Role. When engaged to deliver fit-out or construction works, Mobius acts as the primary contracting party to the Client and is responsible for managing and coordinating all subcontracted works. Mobius will provide the works described in the agreed Scope of Works, including interior fit-out, partitions, joinery, finishes, MEP coordination and associated services necessary to complete the Project.

2. Subcontracting. Mobius may subcontract elements of the works to suitably qualified specialists and remains responsible for overall performance and coordination in accordance with the Contract.

3. Health, Safety and CDM Compliance. Mobius shall manage Site safety in accordance with the Construction (Design and Management) Regulations 2015. Unless expressly agreed in writing, Mobius does not act as Principal Designer under the Construction (Design and Management) Regulations 2015, and a competent Principal Designer shall be appointed where required. All Subcontractors must adhere to current health-and-safety legislation, maintain appropriate insurance and follow Site-specific safety plans and RAMS.

4. Programme and Progress. Mobius shall prepare and maintain a construction programme setting out key milestones and completion dates. The Client shall ensure access to Site, approvals and information are provided in time to avoid delay. Delays arising from Client-side changes, late information or third-party interference shall entitle Mobius to a reasonable extension of time and adjustment of costs.

5. Quality and Standards. All works shall be executed in accordance with approved design documents, good industry practice and relevant British Standards. Mobius shall inspect and coordinate the works to ensure compliance prior to handover. Where conflict arises between drawings, specifications or site instructions, Mobius's written clarification shall prevail.

6. Variations. Any change to scope, materials or programme must be confirmed in writing by both parties before execution. Variations shall be priced fairly based on agreed rates or actual cost plus overhead and profit.

7. Payment Terms. Payment terms shall follow clause 9 of the Terms unless otherwise agreed in writing. Stage payments shall reflect progress on Site and verified work completed.

8. Completion and Handover. Upon completion, Mobius shall conduct a practical-completion inspection with the Client, issue handover documentation and provide warranties and manuals as applicable. Ownership and risk in installed works transfer to the Client upon receipt of final payment.

9. Defects Liability and Aftercare. Mobius warrants that all workmanship and supplied materials or equipment shall be free from defects for twelve (12) months from the date of practical completion. During this period, Mobius shall remedy, at its cost, any defects arising from poor workmanship or faulty materials, excluding fair wear and tear or misuse. Supplier and manufacturer warranties shall be transferred or assigned to the Client where possible.

10. Insurance and Indemnity. Mobius shall maintain public-liability, employers'-liability and contractors'-all-risks insurance appropriate to the Project value. Certificates of insurance shall be provided upon request.

11. Termination. Either party may terminate in accordance with clause 15 of the Terms. Upon termination, Mobius shall secure the Site and demobilise safely.

12. General. Nothing in this Appendix overrides the main Terms; in the event of conflict, the main Terms prevail unless expressly stated otherwise. All design information, drawings and documentation issued under this Appendix remain subject to the intellectual-property provisions of clause 6 of the Terms.